

FORM 5
[See rule 32 3(a)]

**Bond for Temporary Government servant granted extra ordinary leave in
Relaxation of clause (d) of sub rule (2) of rule 32 of study .**

Know all men by these presents that we.....resident of in the District ofat present employed as in the Department/Office of(herein after called the “obligor”) and Shri/Shrimati/Kumari.....son/daughter of.....of..... (herein after called the sureties) do hereby jointly and severally bind ourselves and our respective heirs, executors and administrators to pay the Governor of J&K (herein after called the Government) a demand sum of Rs.....(Rupeesonly) together with thereon interest from the date of demand at the Government rates for the time being in force on Government loans and payments is made in country other than India., the equivalent of the said amount in the currency of that country converted at the official rate of exchange between the country and India and together with all the costs between attorney and client and all charges and expenses that shall or may have been incurred by the Government.

Whereas the Government has at the request of the above bounden Shri/Shrimati/Kumari..... employed as agranted him/her regular leave, followed by extraordinary leave without pay and allowance for a period of.....months day with effect from in order to enable him/her to study at

And whereas the Government has appointed will have to appoint a substitute to perform the duties of during the period of absence of Shri/Shrimati/Kumari..... on extraordinary leave.

And whereas for the better protection of the Government, the obligor has agreed to execute this bond with such condition as hereunder is written.

And whereas the said sureties have agreed to execute this bond as Sureties on behalf of the above bounden.

Now the condition of the above written obligation is that in the event of the obligor Shri/Shrimati/Kumari.....resigning from service without returning to duty, after the expiry or termination of the period of study leave so extended or any time within a period of three years after his return to duty, the obligor and the sureties shall forthwith pay to the Government or as may be directed by the Government on demand the said sum of Rs.(Rupees only) together with interest thereon from the date of demand at Government rates for the time being in force on Government loans.

And upon the obligor Shri/Shrimati/Kumari.....
and or Shri/Shrimati/Kumari.....the sureties aforesaid
making such payment the above written obligation shall be void and of no effect otherwise it
shall be and remain in full force and virtue :

Provided always that the liability of the sureties here under shall not be impaired or
discharged by reason of time being granted or by any forbearance, act or omission of the
Government or any person authorized by them (whether with or without the consent or
knowledge of the sureties) nor shall it be necessary for the Government to sue the obligor before
suing the sureties Shri/Shrimati/Kumari and
Shri/Shrimati/Kumari..... or any of them amounts due hereunder.

The bond shall in all respects be governed by the laws of the J&K State for the time being in
force and the rights and liabilities here under shall where necessary be accordingly determined by
the appropriate courts.

Signed and dated this day of.....two thousand,/Signed and delivered by the
Obligor above named Shri/Shrimati/Kumari in the presence of :-

Witnesses 1.

2.

Signed and delivered by the surety above named Shri/Shrimati/Kumariin
the presence of :-

Witnesses 1.

2.

Accepted

for and on behalf of the Governor of J & K.